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of stockholders, appointed a receiver over the corporation on the ground that the directors and officers were guilty of fraud and mismanagement. This receiver now prays that the federal court's adjudication and appointment of a receiver be set aside. *Held*, that the federal proceedings be annulled. *Matter of Associated Oil Co., Bankrupt*, 46 Am. B. R. 482 (E. D. La.).

For a discussion of the principles involved, see NOTES, *supra*, p. 195.

BILLS AND NOTES — PURCHASERS FOR VALUE WITHOUT NOTICE — RECOVERY OF STIPULATED ATTORNEYS' FEES BY PLEDGEE WHERE MAKER HAS DEFENSE AGAINST PAYEE. — A note made by the defendant, containing a stipulation for the payment of ten per cent as attorneys' fees, in case it should be placed in the hands of an attorney for collection, was transferred by the payee to the plaintiff as collateral security for credit then advanced. A defense of fraud by the payee was proved. The amount of the note was greater than the debt it was pledged to secure. *Held*, that the plaintiff be allowed to recover the amount of his claim against the payee, plus ten per cent thereof as attorneys' fees. *Buller Bros. v. Dunsworth*, 233 S. W. 311 (Tex. Civ. App.).

It is well settled that the *bona fide* pledgee of a note to which the maker has a defense, may recover only the amount of the debt secured. *Stoddard v. Kimball*, 6 Cush. (Mass.) 469; *Elk Valley Coal Co. v. Third Nat. Bank*, 157 Ky. 617, 163 S. W. 766. See NEGOTIABLE INSTRUMENTS LAW, § 27. It would seem that the logic of the rule stated is this: the pledgee is a holder in due course, but if he recovered the full amount of the note he would have to hold everything above the amount of the debt secured, in trust for the pledgor; the maker could recover that amount from the wrongful pledgor; hence to avoid circuity of action he is given a direct defense against the pledgee. See *Stoddard v. Kimball*, *supra*, at 471, 11 HARV. L. REV. 194. See also *Maitland v. Citizens' Nat. Bank*, 40 Md. 540; *Bailey v. Inland Empire Co.*, 75 Ore. 309, 146 Pac. 991. On this reasoning the pledgee's recovery is limited to the amount of the pledgor's debt, as determined by the agreement between him and the pledgor. This is in every case a question of fact. Perhaps it is possible, by implication, to incorporate into this agreement the provision as to attorneys' fees, where, as in the principal case, the note is pledged as security for a present advance. But where it is pledged as security for an antecedent debt, the stipulation for the payment of ten per cent, if the note is placed with an attorney for collection, can have no effect upon the original agreement between pledgor and pledgee. See *Citizens' Bank v. Limpright*, 93 Wash. 361, 160 Pac. 1046. The particular point does not appear to have been adjudicated before.

CONFLICT OF LAWS — DOMICIL — EFFECT OF ABANDONMENT OF DOMICIL OF CHOICE. — Decedent, born in Wales of parents who were domiciled there, left, when thirty-three years of age, for America. He married, settled in Iowa, and remained there for thirty-two years, having become a naturalized citizen of the United States. He left Iowa with fixed present intent to return to and re-establish his home in Wales. He was drowned *in itinere*. The question was, which law governed the disposition of his personal property. *Held*, that the decedent was domiciled in Iowa at the time of his death, and that the law of that jurisdiction should govern. *In re Jones' Estate*, 182 N. W. 227 (Ia.).

For a discussion of the principles involved, see NOTES, *supra*, p. 189.

CONSTITUTIONAL LAW — DUE PROCESS — VALIDITY OF RETROSPECTIVE LEGISLATION. — Action was begun September 2, 1920, to recover for fraud alleged to have occurred August 20, 1912. The six-year period allowed by statute had expired on August 20, 1918, but the method of computation was